

WARRENTON-FAUQUIER AIRPORT

Hangar/Tie-down Lease Agreement

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between The County of Fauquier, Virginia (herein further called the "Lessor"), and

a(n) _____ individual(s)/ corporation/partnership/LLC (herein further called the "Lessee"), whose address is/principal office is located at

Telephone: _____ (Home)
_____ (Office)
_____ (Cell)

Email: _____

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Lease of Hangar / Tie-down**. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hangar/tie-down _____ (the "Leased Premises"), located at Warrenton-Fauquier Airport, Fauquier County, Virginia for the purpose of storing/parking the following aircraft (herein called "the Aircraft"), owned by and registered to Lessee in accordance with applicable Federal and Commonwealth of Virginia regulations.

Aircraft Make _____

Aircraft Model _____

Aircraft Year _____

Aircraft Registration Number _____

Registration Organization (e.g. USAA, EAA), if not registered by the

FAA _____

Aircraft Serial Number _____

In the event of a change in contact information, registration or replacement of the Aircraft, Lessee agrees to notify Lessor and update the above information within thirty (30) days. Lessee accepts the Leased Premises in its present condition.

2. **Use of Leased Premises.** The Leased Premises shall only be used for the storage of the Aircraft, necessary auxiliary equipment, and necessary materials and tools for authorized maintenance of the Aircraft, as provided in Paragraph 15. The use of the Leased Premises for operating a business is strictly prohibited, unless approved in advance by the Airport Committee and County Administrator. Lessee will be allowed to park his/her car used for transportation to/from the Airport in/on the Leased Premises during such time that Lessee is using the Aircraft for normal aviation purposes. Lessee shall not alter or attach fixtures to the Leased Premises without prior approval from the Airport Manager.
3. **Term.** Subject to earlier termination as provided below in this agreement, this agreement shall begin on _____ and end on _____. This Lease Agreement shall be automatically renewed for additional one-year terms, unless Lessee or Lessor terminates the Lease Agreement in conformance with the provisions of Paragraphs 4, 7 or 8.
4. **Termination.** Either party may terminate this agreement with thirty (30) days prior written notice.
5. **Fees.** Lessee agrees to pay Lessor _____ Dollars (\$_____) per month. Rent is payable in advance at the Office of the Airport Manager or that of the Fauquier County Administrator and is due and payable upon signature of this agreement. Subsequent rent is payable on or before the first business day of the month. Rent payments received after the 10th of any month will be subject to a 10% delinquency fee. Returned checks are subject to the terms of the current Fauquier County policy. The County may change the rent amount with ninety (90) days prior written notice. Such rent change will be effective on the first of the month subsequent the ninety (90) day notice period.
6. **Payment of Taxes.** Any and all real estate taxes annually assessed by the Commissioner of the Revenue as a result of the lease of the hangar space or tie-down which is the subject of this lease shall be due and payable by the lessee leasing the space or tie-down as of May 1st to the Lessor no later than the 30th day of May. Upon receipt of any payment under this section the Lessor shall forward said funds to the Fauquier County Treasurer as payment of real estate taxes for that year. If the hangar space or tie-down is not leased as of May 1st the obligation to pay any taxes due shall be allocated as follows: (1) any lessee leasing the space or tie-down after May 1st of the tax year; or (2) if not leased from May 1 through December 31st of the lease year then the obligation shall fall to any lessee leasing the space or tie-down from January 1st through April 30th of the lease year.
7. **Right of Ingress and Egress.** Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade, except that Lessee agrees to be responsible for snow removal from the paved apron between his/her/its hanger door and taxiway.

8. **Services, Maintenance, and Repairs to the Leased Premises (Hangar or Tie-down).** Lessor shall provide the tie-down ropes/chains and ground anchors for leased tie-downs. Lessor shall provide light and electricity to leased hangars. Lessor shall be responsible for all maintenance/repairs to the Leased Premises, including the hangar doors, except when necessitated by the negligence or willful misconduct of Lessee, its agents, employees or guests. The responsible party shall conduct such maintenance/repairs with due diligence at its own cost. If the maintenance/repairs are the responsibility of Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the responsibility of Lessor and the damage renders the Leased Premises untenantable, Lessor agrees to provide replacement premises, if available, for the duration of the repairs. If a replacement premises is not available for a period of five (5) days or more, the rent shall be abated during the entire period of untenability. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenantable for ten (10) days or more, Lessee shall have the option to terminate this agreement by immediately notifying Lessor in writing of this election. If the Leased Premises is rendered untenantable, and Lessor elects not to repair it, this Lease Agreement shall terminate.
9. **Default.** If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within ten (10) days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor. If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within ten (10) days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee. In such case, ten (10) days after notice of the intent to remove the Aircraft has been sent to Lessee at the address in this lease, Lessor shall have the right to enter the Hangar / Tie-down Space, remove the Aircraft and other property of Lessee, store the Aircraft at an aircraft tie down location, store other property in a suitable location as determined by the Lessor, charge Lessee for the storage at the then-current transient tie down rates for aircraft and at prevailing commercial storage rates for all other property, and immediately re-let the Leased Premises. In such case, Lessee shall be deemed to have abandoned any and all rights to the Leased Premises. Lessee agrees that neither Lessor, its agents, officers or employees shall be in any way responsible for any loss or damage to the Aircraft or other property, except for any loss or damage resulting from the direct negligence of Lessor, its agents, officer, or employees. Lessor shall have the right to place a lien on the Aircraft for the unpaid rent and other charges. In such case, this lease agreement shall terminate immediately, and Lessee will be liable for all past due rent and other charges including damages to the premises; for all expenses to prepare the Hangar Space for leasing, and for court costs and reasonable attorneys' fees.

10. **Operation of the Aircraft.** Lessee is responsible for operating the Aircraft on the Airport in accordance with the applicable Federal Aircraft Regulations, approved waivers/exemptions, and the code of the Commonwealth of Virginia.
11. **Airport Rules and Regulations.** Lessee agrees to comply with the Warrenton-Fauquier County Airport Rules, Regulations, and Minimum Standards. Lessee will receive written notice of any change to the Rules, Regulations, and Minimum Standards at least sixty (60) days prior to their effective date.
12. **Surrender of Possession.** On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Lessee shall leave the Hangar Space in the same condition as when received, ordinary wear and tear accepted. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee's improper or negligent operation. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected or placed in the Leased Premises by Lessee shall remain the property of the Lessee. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, Lessee shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this agreement, shall vest in Lessor. If Lessee fails to regularly store the Aircraft in the Leased Premises, without prior approval of the Lessor, Lessee shall be deemed to have terminated the lease and to have vacated the premises.
13. **Liability of Parties.** Lessor and Lessee shall each be responsible for its own negligence or willful misconduct. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting from or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.
14. **Insurance.** Lessee shall maintain insurance of such types and in such amounts not less than those required by the Code of Virginia, Title 5.1, Chapter 8.1, §88.2: and Title 5.1, Chapter 1, §9.5:; insuring against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Prior to the effective date of this agreement, Lessee shall provide Lessor with a certificate issued by the insurance company showing proof of such insurance and a minimum of a thirty (30) day notice of cancellation. Lessee shall notify Lessor in writing of any change in the insurance coverage and will do so by US Postal Service or facsimile to either the Airport Manager or County Administrator prior to or immediately upon the effective date of the change. Lessee shall immediately, by US Postal Service or facsimile to either the Airport Manager or County Administrator, provide Lessor an insurance company issued certificate proof of insurance upon each anniversary of the renewal of that insurance.

15. **Inspection of Hangars.** Lessor, with prior notice to Lessee, may enter and inspect the Leased Premises for the purpose of ensuring Lessee's compliance with its obligations under this agreement, repairs, improvements, or other inspection. Lessor will be held responsible for any theft or damage to Lessee's property should Lessor fail to properly secure the Leased Premises upon completion of the inspection. In the event of an emergency, Lessor may enter the Leased Premises without prior notice to Lessee. Lessor shall store keys, lock combinations, and other means used for access to leased hangers in an appropriate controlled environment. Lessee shall insure that the County or its representative has access to the Leased Premises at all times. Lessor shall maintain a record of lessor's access to the Leased Premises to include a minimum of the date, time, name of the person entering the hangar and the reason for such entry. The record of entries shall be maintained in the possession of the Airport Manager and available for inspection by Lessee.
16. **Maintenance on the Aircraft in Hanger.** Pursuant to FAA Order 5190.6A, 'Airport Compliance Requirements', Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the Airport facilities by others. Lessee will dispose of used oil only at facilities that accept used motor oil for recycling. Spray painting (except minor touch-up), paint stripping, and fabric recovering / patching with nitrate dopes, shall require prior approval from the Airport Manager. At no time shall an aircraft engine(s) be started in a leased hangar.
17. **Storage of Hazardous Materials.** Hazardous materials, as defined by the US EPA or Virginia DEQ, shall not be stored in/on the Leased Premises, subject to the following exceptions: A maximum of 5 gallons of fuel stored in a UL approved metal container is permitted for powering of aircraft auxiliary equipment. Small quantities of common solvents, lubricants, and other materials customarily used for aircraft maintenance are permitted to be stored in the leased hanger provided they are in approved containers and stored in compliance with applicable fire codes, government regulations, and Fauquier County ordinances. Aircraft shall not be fueled or de-fueled while inside a leased hangar. Lessee shall be responsible for hazmat cleanup if a spill is caused by the negligence or willful misconduct of Lessee, its agents, employees, or guests.
18. **Assignment, Subletting, and Aircraft Ownership.** This agreement may not be transferred or assigned without written authorization signed by Lessor and Lessee before such reassignment or subletting becomes effective. Lessee may not sublet the Leased Premises without the written consent of the Lessor and such consent shall not be unreasonably withheld. The parking of any aircraft not named in Paragraph 1, or for which Lessee is not the registered owner, for more than an aggregate total of 15 days during the lease period, without prior written approval from Lessor, is prohibited.

19. **Notice.** All notices and requests required or authorized under this agreement in connection with default or non-compliance with the terms or obligations under this lease agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. All other routine written notices and requests may be sent by US Postal Service, FAX, or e-mail. Should either party change addresses, telephone, or e-mail contact information, that party shall notify the other party within five (5) days of such change.
20. **Governing Law.** This agreement is a contract executed under and to be construed under the laws of the Commonwealth of Virginia and the County of Fauquier, therein.
21. **Attorney Fees.** In the event any action is filed in relation to this agreement, each party shall be responsible for his/her/its own attorney's fees.
22. **Waiver.** Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.
23. **Severability.** The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.
24. **Paragraph Headings.** The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.
25. **Subordination of Agreement.** This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
26. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract, shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.
27. **Agent for the Lessor.** In all routine matters governed by or concerning this Lease, the Airport Manager shall be considered an Agent of the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR (Signature)
Anthony I. Hooper
Deputy County Administrator
County of Fauquier

LESSEE (Signature)

WITNESS (Signature)

WITNESS (Signature)

WITNESS (Print Name)

WITNESS (Print Name)